

Greater Albany SD 8J

Administrative Regulation

Code: **KG-AR(1)**
Adopted: 3/22/10
Revised/Readopted: 7/18/11
Orig. Code(s): AR 8200-A

Facility Usage Rules & Procedures

Policy Statement

The district cooperates with the community in providing use of the district facilities when possible without interference with the education and activity programs of the schools or the requirements for maintenance, operation, safety and security of the physical plant and grounds.

Application Procedure

Groups wishing to use district facilities must complete a facility use agreement, which may be obtained from either the building principal or from the physical plant office on Grand Prairie Road. To assure reservations of the facility, application shall be in the principal's office far enough in advance to allow ample time to properly plan for the use of the facility, preferably 10 days before the due date.

The facilities can be used only after the appropriate form has been completed. Proof of liability insurance in the amount of at least \$2,000,000 along with the facility usage form signed by the principal must be on file in the physical plant office prior to usage of facilities. The group must maintain their insurability to the levels above throughout the term of the agreement and any extensions thereto. The group has an affirmative duty to provide the district with any notice they receive regarding the reduction, modification, or cancellation of the insurance policy within 24 hours of the group's receipt of such notice. If the entity wanting to use a facility does not have insurance coverage there is a Tent User Liability Insurance Program (TULIP) which allows community groups and others to buy low-cost special event insurance to use school facilities. It is WEB based and can be viewed at www.ebi-ins.com/tulip/. After choosing the district and answering some simple questions it will provide an immediate price quote which can be paid by credit card online. The Certificate of Insurance will then be sent automatically to the school district.

Under special circumstances, the district may accept a waiver if insurance coverage is not available.

It is the principal's responsibility to ascertain that the proposed activity:

1. Will not be harmful to the school facility;
2. Will not interrupt the school's programs;
3. Will appropriately fit into the building use calendar;
4. Will have adequate and appropriate supervision;
5. Will not cause or allow a breach in security.

Availability

1. The district reserves the right to grant or deny permission for use of facilities at its sole discretion.
2. Use of district facilities for church, partisan, political or sectarian purposes may be granted; however, such approval in no way implies district endorsement or sponsorship of these activities.
3. Those organizations that have failed to pay for previous usage will be denied use until the past due debt is paid in full.
4. Unauthorized use of the district facilities or failure to comply with the facility use agreement or policy may result in cancellation of agreement or denial of any future use.
5. Nothing shall be sold, given or exhibited or displayed unless permission is granted.
6. Programs that serve the district's students will have priority over adult programs when scheduling facilities.
7. If admission is charged, the district charge for the use of the facility will be the standard fee plus 15% of the gross gate. Donations and pledges are not considered admission fees.

When school administrators are unavailable, the physical plant office will determine the availability of facilities.

Cancellation

Request for the cancellation of the agreement shall be made to the building principal or the physical plant office no later than one day preceding the scheduled use of the facility. A regular charge shall be made in accordance with the usage agreement for the facility engaged and not used unless such notice to cancel is given.

The Board authorizes the superintendent or his/her representative to cancel building use agreements when it is apparent that such action is necessary for the best interest of the district. Whenever possible, the district will provide at least a 48-hour cancellation notice if a group's approval to use the facilities must be revoked.

Supervision

All groups using any facility will provide supervision. The building principal will determine the level and type of supervision required and may require that a district employee be present. A district staff representative will likely be required whenever a large group or many minors will assemble, or other situations in which potential for harm to person or property is high. Disagreements regarding the level of supervision required that cannot be resolved between the requestor and the principal/facilities director should be appealed to the superintendent.

When supervision by a district employee is required the sponsoring group will be charged \$30 per hour for food service employees and \$35 per hour for all other employees. All district employees who are hired by the district to supervise will be paid through the district payroll department.

The district reserves the right to require police supervision at any event the administration deems necessary and to charge the user the actual cost incurred by the district.

Security

District keys should not be shared or given to non-district employees without appropriate record keeping and accountability. If the principal deems it necessary to issue a key, a \$25 deposit is required. The deposit will be retained in the school's petty cash account and will be forfeited if the key is not returned by the date specified. Keys must be returned promptly at the end of each season or event.

Safety, Liability & Care of Facilities

Any organization sponsoring the use of the building or grounds shall assume liability for any accidents that occur upon the grounds or in the buildings during the times such facilities are in use under its direction. Putting up decorations or scenery or moving pianos or other furniture is prohibited unless permission is granted. The use of school equipment is not included in the facility usage agreement and is prohibited unless permission is obtained and all electrical equipment and arrangements shall be controlled by the district or its representatives.

Representatives of the district must have free access to all room at all times. The building administrator, designated supervisor or physical plant director has the right to stop any activity at any time if in his or her judgment there is a violation of the rules contained in this document, or if the activity is deemed to be hazardous to personnel, property, equipment or participants.

Any damages to district (e.g. grounds, building, equipment) shall also be assumed by the sponsoring parties. If damages occur during the use of a facility, documentation must be provided by the supervisor detailing the date, time, location, nature of the damage and the responsible party. The principal and the physical plant office should be notified as soon as practical and photos taken if possible.

Returning the facility to the condition it was prior to usage, including cleanup and the return of all keys is the responsibility of the user. Failure to comply will result in additional charges, including the cost of cleanup, repair, re-keying and possible denial of future facility use.

Halls are to be blocked off when school is not in session to control the usage of the facility.

If a group uses a facility and the doors are left open or unlocked then a fee of \$25 shall be assessed for each occurrence.

The maximum number of people permitted in the various buildings or facilities shall be restricted to the fire marshal requirements.

The district assumes no responsibility for properties left on the premises.

Specialized Facilities, Equipment & Usage

1. **Gyms and Multipurpose Rooms:** Appropriate (nonmarking) gym shoes are required for all participants involved in active sports and games. Use of school gymnasiums includes the use of dressing rooms, showers and lights. Towels to be furnished by the applicant.

2. **Kitchens and Cafeterias:**

- a. For activities that would not involve actual food preparation or operation of kitchen equipment, e.g. receptions, access to kitchen facilities will be allowed only under the supervision of an appropriate school employee whose responsibility would be to consult with the cook manager prior to the activity and to see that kitchen facilities are left as mutually agreed.
- b. For activities involving actual food preparation, regularly employed kitchen workers must be present. The actual number required depends upon the activity and must be determined by the manager cook and the Food Service Director.

3. **Weight Rooms**

Non-district use of weight rooms brings increased concern with regard to the potential of injury to person or damage to property. In most cases a district employee will be required to be present whenever a large group is authorized to use a district weight room. Under exceptional circumstances a group may be granted access without direct district supervision when the group can demonstrate that both adequate supervision and training regarding the proper use of weight equipment will be present at all times.

4. **Computer Labs**

Non-district use of computer labs brings increased concern with regard to the potential of damage to property or theft. In most cases a district employee will be required to be present whenever a group is authorized to use a district computer lab. Under exceptional circumstances a group may be granted access without direct district supervision when the group can demonstrate that adequate supervision will be present at all times and appropriate training regarding the proper use of the computer equipment will be provided.

The district electronic communication system has not been established as a public access service or a public forum. Commercial and/or inappropriate personal use of the district's system is strictly prohibited. Any non-district use of computer labs must also be approved by the district's technology manager as type and scope of network access must be determined on a case-by-case basis.

5. **Playing Fields:** Organizations renting playing fields will be required to provide portable restrooms for participants. Failure to comply will result in denial of future use.

Groups Granted Free Use

The following groups, organizations or activities will be granted free use of district facilities providing such use shall in no way interfere with or be detrimental to school functions. Such free use will be limited to those times when a district employee is on regularly scheduled duty. A charge will be made for the use of the facility when a district employee is required to be present or when extra heating, utility costs or cleanup are incurred beyond the normal operating hours.

1. Parent club meetings and activities;
2. After-school sponsored activities;
3. Wellness activities for district employees only;
4. Fund raising activities for educational, athletic or fine art purposes benefitting district students;

5. Educational meeting or conferences which benefit the district and are sponsored by the LBL ESD, LBCC or the Oregon Board of Education;
6. Other groups or organizations may be added at the district's discretion.

Groups Granted a Reduced Rate

Non-profit organizations providing school-aged youngsters with activities and programs for self-development are eligible for a reduced facility rate. The determination of which groups qualify for the reduced rate shall be made by the Superintendent.

Specialized Instruction

Individuals who provide individual instruction to enhance academic, athletic or fine arts achievement will be required to follow the facility use application procedure and submit proof of liability insurance or a signed waiver of insurance. The building administrator must approve all applications before any tutoring can take place. In lieu of rental fee, the tutor shall pay 15% of whatever he/she charges students.

Groups Expected to Pay Regular Rate

The following groups, organizations or activities will be expected to pay regular rate, as prescribed by the district's fee schedule.

1. Schools other than those in the district;
2. Political organizations;
3. Commercial organizations;
4. Religious organizations;
5. Professional organizations;
6. Fraternal organizations;
7. Labor Unions;
8. Social groups;
9. Recreational groups not identified as a group granted a reduced rate; and
10. Fund raising activities where the net proceeds are identified and retained for the direct benefit of the patron.

Payment

Payment, when required, for use of the district facility shall be made to the district business office within one week after the facility has been used, unless special arrangements have been made previously. Failure to pay will disqualify the group or user from further use of district facilities.

Discount for Volume Users

Should an entity make a request in a single application for 10 or more uses (same use, multiple dates) totaling \$10,000 or more in fees the entity will be entitled to a 5 percent discount (assuming the entire fee is paid for up-front). Should an entity make a request in a single application for 20 or more uses (same use, multiple dates) totaling \$20,000 or more in fees the entity will be entitled to a 10 percent discount (assuming the entire fee is paid for up-front). Groups granted a reduced rate for facility use are not eligible for this discount.

Contribution of Capital Improvement and Other Tangible Benefits

The district will consider a partial reduction in facility use fees in exchange for the contribution of specific capital improvement or similar tangible assets or benefits to district facilities by a user or user group. Request for such arrangements should be in the form of a written proposal and will be considered on a case by case basis by the Director of Business and Operations.

Rules of Conduct For Use of District Facilities

1. Participants are not to enter the building until the time specified in the use agreement;
2. All participants and accompanying audience are to remain in the agreed-upon area as described by the facility use agreement;
3. The user is responsible for control of audience and participants to prevent running around the building, bouncing balls, playing on unauthorized equipment, littering the premises or damaging property;
4. Harassment of district personnel by members of the scheduled groups will be the basis for the cancellation of the facility use agreement;
5. User complaints are to be reported to the building principal or Facilities Director;
6. Use of tobacco is prohibited anywhere on school property, including private vehicles;
7. Use, possession or sale of alcoholic beverages and illegal drugs is prohibited anywhere on school premises, including private vehicles;
8. Use of the facility shall be conducted in an environment free of harassment based on an individual's race, color, religion, sex, sexual orientation, national origin, disability, marital status or age.

Exceptions

The superintendent is authorized to make reasonable exceptions to the rules and regulations covering the community use of buildings.

FACILITY USAGE AGREEMENT

Organization's Name: _____
Proposed Activity: _____
School Requested: _____
Specific Area or Room: _____
Date Needed: _____ Time Needed: _____
Special Arrangements: _____

Facility Fee: _____
Personnel Charges: _____

To be Paid: Monthly
 Quarterly
 One Time

Total Charges: _____

Employee's Name(s): _____

It is mutually understood in this agreement that the organization will abide by all the Greater Albany Public School District's rules governing community use of district facilities and be totally responsible and liable for their activities. The organization agrees to indemnify, defend and hold harmless the Greater Albany Public School District from any and all liability arising from any act or omission related to the use of district facilities, including, but not limited to the content or any activities occurring on district property. It is further understood that the area used will be left in an orderly condition, and that the organization will assume full responsibility for any unnecessary breakage or destruction of property beyond normal use. A Certificate of Liability Insurance in the amount of \$2,000,000 must accompany this form. Under special circumstances, the district may accept a signed Waiver of Insurance.

Approved:

District Administrator

Organization

Date

Representative or Manager

Address and Phone Number

Make Checks Payable To:

Greater Albany Public Schools
c/o Business Office
718 7th Ave SW Date
Albany, OR 97321

Business Office Use Only

Invoice # _____
Paid _____

FACILITY USER INDEMNITY AGREEMENT/WAIVER OF INSURANCE

This agreement is entered into between the Greater Albany Public School District 8J (hereinafter “district”) and the undersigned user of district facilities (hereinafter “user”).

For the purposes of this agreement, “facilities” shall mean all premises, facilities and areas, whether permanent or temporary, that are owned, leased or managed by the district.

By signing this agreement, the user acknowledges an understanding that the usual activities of district facilities may have consequences to users of the facilities that are unforeseen and unanticipated by the district.

The user understands that use of district facilities may result in bodily injury to the user or loss or damage to the user’s property from both obvious and hidden dangers.

The user agrees to waive any claim against the district for bodily injury or property loss or damage the user may sustain by reason of the use of district facilities under this agreement.

The user agrees to use reasonable care while using the districts facilities so as to not cause unreasonable risk of harm to other people or property.

The user agrees to indemnify the district from all liability for bodily injury or property loss or damage arising from negligent or intentional acts of the user, against other people or property, while using district facilities.

This agreement is entered into by the user in consideration of the use of the facilities without payment to the district of a fee for insurance coverage.

The user agrees that there are no other agreements or understandings with the district regarding its facilities and an alteration of this agreement must be in writing and signed by the district superintendent.

Date this _____ day of _____, _____.

| User Information |
|-------------------------------|
| Name of group or organization |
| Name of person (please print) |
| Signature |
| Telephone |
| Address |

WEEKLY HEAT REQUEST
For Extended Building Heat

Building _____
Contact _____

| Day | Date | Activity | Area/Room | Start/Finish Time |
|-------|------|----------|-----------|-------------------|
| Mon | | | | |
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Send the top copy to the physical plant. Keep the bottom copy for your records.

**GREATER ALBANY PUBLIC SCHOOL DISTRICT
RULES OF CONDUCT FOR USE OF SCHOOL FACILITIES**

1. All groups will provide adequate and appropriate supervision.
2. Any organization sponsoring the use of the building or grounds shall assume all liability for any accidents that occur upon the grounds or in the buildings.
3. Participants are not to enter the building until the time specified in the facility use agreement.
4. All participants and the accompanying audience are to remain in the agreed upon area as described by the facility use agreement.
5. Use, possession or sale of alcoholic beverages or illegal drugs is prohibited anywhere on school district property. Tobacco use in any form is prohibited anywhere on school district property. This also includes any usage of these substances inside private vehicles.
6. Profanity, vandalism or other misbehavior will not be tolerated.
7. The user is responsible for control of the audience and participants to prevent running around the building, bouncing balls, playing on unauthorized equipment, littering the premises or damaging property.
8. Harassment of school district personnel or other users of the facility will be cause for the cancellation of the facility use agreement.
9. If a group leaves a door open or unlocked, they will be charged a fee and/or damages. There will be a charge for failure to return a key in a timely manner.
10. Unauthorized use of the district's facilities or failure to comply with all the conditions of the facility use agreement or policy may result in cancellation of the agreement and denial of any future use.
11. The building and grounds being used are to be left in good condition. Litter and spills are to be cleaned up by the user or a fee will be charged.
12. Abuse of gym equipment such as backboards, rims, nets and bleachers will not be tolerated and may lead to the cancellation of the facility use agreement.
13. School district programs have priority on the use of facilities and may cause cancellation of use by outside groups.
14. Programs that serve the district's students will have priority over adult programs when scheduling facilities.
15. Use of the facility shall be conducted in an environment free of harassment based on an individual's race, color, religion, sex, sexual orientation, national origin, disability, marital status or age.

I have read and agree to these rules.

Group or organization _____

Signed by: _____ Date _____